

M.G. & J.F. Dorn had an exact same mining agreement with March 7, 1916 (for 12 mos.) Apparently when it expired they entered into this agreement with the Sullivan Mining Co. for the same 12 mos. length and same terms noted in previous agreement with Stoney. When this agreement took effect - the Dorn had already sold the property to J.D. Richardson according to the mineral rights.

State of South Carolina
County of McCormick

This contract entered into this 3rd day of March, 1917, by and between M. G. & E. J. Dorn and J. T. Townsend, hereinafter called the owners and the Sullivan Mining Co., hereinafter called the lessor, is here to witness

(1) For and in consideration of the covenants and agreements of the said lessor hereinafter set forth, the owners hereby covenants and agree to lease, let and rent, and by these presents does lease, let and rent unto the said lessor for the term of twelve (12) months from the date of this contract, for the sole purpose of prospecting on the said lands for mineral and the operations of mines and mining and a mining plant thereon, and the use of such water as is necessary for the operation of the said mines and mining plant, all that tract or plantation of land, situate, lying and being in the County of McCormick, State of South Carolina, containing Fifty (50) acres, and bounded by the lands known as the Old Robinson Place, and the Barker Branch, commencing at a point on the Barker Branch, following the Old Robinson Line on one side and the Barker Branch on the other, until you get fifty acres all of which shall be in one body.

(2) For and in consideration of the covenants and agreements of the said owner or owners hereinafter set forth, the lessor hereby covenants and agrees to pay the owner, or owners, for the use of the said premises for the purpose herein above named, a royalty of ten (10%) per cent on all minerals taken from the said lands, which said royalty shall be paid as often as returns are made from the said minerals from the mine to which the said minerals are shipped, and in order to determine the amount of the said royalty, the said owner or owners, shall have the right to inspect the mine returns and any books or papers in the possession of the said lessor, and all minerals found on said land and used by the said parties shall be sent to some Government mint, and the returns of said mint shall be conclusive evidence of the amount of royalty to be thereon.

(3) It is further agreed by and between the said parties that the said lessor will not cut or use any timber on said lands, except for fuel for the operation of said mine or mines.

(4) It is further agreed by and between the said parties that at any time during the lease, the said lessor shall have option to purchase all the mineral rights on the said lands, at, and for the sum of Four Thousand (\$4000.00) dollars and the purchase of the said mineral rights shall carry with it the rights to mine, use the timber, water and fuel necessary for the purpose of carrying on a mining business, and the erection upon the said land of such building or buildings, for operations and apparatus to mining purposes as may be deemed necessary; none of which buildings shall be moved from the said lands after mining operations have ceased; but shall become the property of the owner, or owners and the said lessor shall have the right of access to the said lands across such other lands of the said owner, or owners, surrounding the same, and shall have the right to build, equip and maintain roadways, ditches and railways in and upon said premises and through other lands of the said owners as may be necessary to the full and complete enjoyment of the mineral rights and privileges so purchased.

(5) This contract is binding upon the heirs, executors and administrators of the parties hereto.

(6) It is further agreed by and between the said parties that ten (10%) per cent royalty paid to be deducted from the purchase price.

In witness whereof, we the said parties have hereunto set our hands and seals this day and year first and above mentioned and written.

M. G. Dorn, L.S.
J. J. Dorn, L.S.
E. T. Townsend, L.S.

Signed, sealed and delivered in the presence of

T. J. Britt
J. W. Britt
Annie Belle Powers
Jno. E. Townsend, Jr.

State of South Carolina
County of McCormick

Personally came before me T. J. Britt who being duly sworn, said that he saw the said M. G. Dorn, J. J. Dorn, sign, seal and as their act and deed, execute the above written instrument, and that he with J. F. Britt witnessed the execution thereof.

T. J. Britt

Sworn to before me this 3rd day of March, 1917

W. E. Rankin, L.S.
W.P.S.C.

Recorded: 3/26/1917

A portion of the 176 acres purchased by M.G. & J.F. Dorn from McCormick Lumber Co in 1914 and noted as part of the Jennings Mining Tract. There is no record of how N.T. Townsend became part owner or no record of him selling his share and is not listed in the deed from M.G. & J.F. Dorn to J.D. Richardson.

